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assault. *Held*, that the plaintiff cannot recover. *Hemmings v. Stoke Poges Golf Club*, 36 T. L. R. 77 (Court of Appeal).

In England by statute a forcible entry to a peaceable possession by one entitled to possession is made a criminal offense, but no civil remedy therefor is given to the party dispossessed. See *Beddall v. Maitland*, 17 Ch. Div. 174, 188. There can be no recovery of the land by ejectment nor of damages for trespass *quare clausum fregit*. *Turner v. Meymott*, 1 Bing. 158. See SALMOND ON TORTS, 3 ed., 154. But the tenant has been allowed to recover for assault, even though the landlord employed only such force as was reasonably necessary to eject him. *Newton v. Harland*, 1 M. & G. 644; *Beddall v. Maitland*, *supra*. This doctrine is overruled by the principal case on the ground that since the statute in no way affects the civil rights and liabilities of the parties, as to civil actions the possession of the landlord is lawful although obtained by means of a criminal act. See *Harvey v. Brydges*, 14 M. & W. 437, 442; POLLOCK ON TORTS, 10 ed., 404; 4 AM. L. REV. 429. The older decisions seem preferable in that they more effectually check the evil which the statute aims to eradicate and since they dispense with the fiction of calling the landlord's right to possession a sufficient actual possession to justify the use of force in protecting it. In most American jurisdictions, by statute, the tenant is given a civil action for the restoration of the premises. *Phelps v. Randolph*, 147 Ill. 335, 35 N. E. 243. See 2 TAYLOR, LANDLORD AND TENANT, 9 ed., § 786. When the relief sought is for the assault, the weight of authority in this country is in accord with the principal case. *Low v. Elwell*, 121 Mass. 309; *Walker v. Chanslor*, 153 Cal. 118, 94 Pac. 606. *Contra*, *Thiel v. Bull's Ferry Land Co.*, 58 N. J. L. 212, 33 Atl. 281; *Bristor v. Burr*, 120 N. Y. 427, 24 N. E. 937. See 21 HARV. L. REV. 295.

PROCESS — MANNER AND EFFECT OF SERVICE — PRIVILEGE OF NON-RESIDENTS TEMPORARILY IN A STATE ON A PUBLIC DUTY. — The president of a bank which was a stockholder in the Federal Reserve Bank was called by the governor of such bank to attend a conference in another state to discuss means of selling treasury certificates for war purposes. While in the other state he was served with process. *Held*, that a motion to quash the service be granted. *Filer v. M'Cornick*, 260 Fed. 309 (Dist. Ct. N. D. Cal.).

For a discussion of this case, see NOTES, p. 721, *supra*.

RECORDING AND REGISTRY LAWS — NOTICE — EFFECT OF FRAUDULENT CANCELLATION OF RECORDS. — The payee of a note secured by a second deed of trust upon a parcel of land, fraudulently procured the recorder to cancel the prior deed of trust. He then recorded his own deed and sold the note for value to the defendant, who had no actual notice of the prior deed. The plaintiff is the holder of a note secured by the prior deed of trust and brought this bill to have the cancellation set aside. *Held*, that this relief be granted. *Sweet v. Leffel*, 215 S. W. 908 (Mo.).

When a statute requires re-recording of a destroyed record, and a vendee fails to re-record within the allotted time, his rights may be defeated by a subsequent *bona fide* purchase for value from his vendor. *Magee v. Merriman*, 85 Tex. 105, 19 S. W. 1002. The same is true if the vendee is at fault in misleading the subsequent purchaser, as by withdrawing his deed after having filed it for record. *Webb v. Austin*, 22 Ky. L. Rep. 764, 58 S. W. 808. But under the ordinary recording statute, such as that in the principal case and where the vendee himself is not at fault, he will be protected even though the records be destroyed. *Paxson v. Brown*, 61 Fed. 874; *Cooper v. Flesner*, 24 Okla. 47, 103 Pac. 1016; *Tucker v. Shaw*, 158 Ill. 326, 41 N. E. 914. The same result is reached in case a provision for re-recording is merely permissive. *Gammon v. Hodges*, 73 Ill. 140; *Ashburn v. Spivey*, 112 Ga. 474, 37 S. E. 703.

Contra, Tolle v. Alley, 15 Ky. L. Rep. 529, 24 S. W. 113. Furthermore, when the vendee has complied with the recording requirements, his rights will not be prejudiced by the fact that the recorder's negligence has misled purchasers. *Bigelow v. Topliff*, 25 Vt. 273. Nor can his title be made defeasible by the recorder's intentional unauthorized act. See *Robben v. Benson*, 173 Pac. (Cal.) 766. The principal case introduces a still different situation, but the decision seems to follow logically from the above principles. It is true that the defendant is equally as innocent as the plaintiff, but the plaintiff has done everything that was by statute required of him to render his prior lien indefeasible and should be protected.

RIGHT OF PRIVACY — STATUTORY INTERPRETATION — USE OF PICTURE IN NEWS FILM AND POSTERS. — A statute prohibited the use without consent of a person's name or picture "for advertising purposes or for the purposes of trade." The plaintiff had become famous as a detective by solving a murder mystery. The defendant Film Company in its weekly film of current events showed actual photographs of the plaintiff at work, and also showed her picture and name on certain posters used to announce the subjects presented in the weekly film. *Held*, that this was not a violation of the statute. *Humiston v. Universal Film Mfg. Co. et al.*, 178 N.Y. Supp. 752.

This statute has been held not applicable to the publication of a picture as news in a newspaper or a magazine. *Jeffries v. New York Evening Journal*, 67 Misc. 570, 124 N.Y. Supp. 780; *Coyer v. Richard K. Fox Pub. Co.*, 162 App. Div. 297, 146 N.Y. Supp. 999. Similar interpretation seems called for in the case of publication in weekly news films. These are quite distinct from photoplays, to which the statute has been held applicable. *Binns v. Vitagraph Co.*, 210 N.Y. 51, 103 N.E. 1108. The statute appears to be too broadly worded and restrictive interpretation justified. The posters present a more difficult problem. But granted that the statute should be interpreted as not applicable to the publication of news, it seems clear that it would not apply either to cases where the picture used as news is shown merely as a sample of the news of which it forms a part, as when a newspaper company shows its pictorial supplement in its show window. Therefore the principal case seems correct as to both the films and the posters.

For a further discussion of the principles of restrictive interpretation involved herein, see NOTES, p. 721, *supra*.

SOVEREIGN — PREROGATIVE OF THE ENGLISH CROWN AND COMPENSATION AS A MATTER OF RIGHT. — During the war the Crown took over a large hotel for administrative purposes connected with the war. The owner claimed compensation as a matter of right. The Crown resisted (1) on the ground of the prerogative, and (2) on the basis of the several Defense of the Realm Acts. *Held*, that the plaintiff is entitled to recover as a matter of right. *De Keyser Hotel v. The King*, [1919] 2 Ch. 197 (Court of Appeal).

For a discussion of this case, see NOTES, p. 711, *supra*.

**STATUTE OF FRAUDS — INTERESTS IN LANDS — ORAL CONTRACT TO PRO-
CURE MORTGAGEE OF LAND.** — The plaintiff desired to borrow money upon the security of a certain tract of land. The defendant, his financial agent, orally contracted to find a mortgagee within a reasonable time, but failed to do so. The trial judge ruled that the contract was to create an interest in land and so unenforceable under the Statute of Frauds. *Held*, that the judgment of the trial court be affirmed. *Dalgety & Co. v. Gray*, [1919] Vict. L.R. 586 (Privy Council).

It is generally held that an undertaking to procure a purchaser of land is not within the Statute of Frauds. *Hannan v. Prentis*, 124 Mich. 417, 83